



ENVIRONMENTAL LIABILITY MANAGEMENT, INC.

SDMS Document



111543

Buckingham Green II  
4920 York Road, Suite 2CC2  
P.O. Box 306  
Holicong, PA 18928-0306  
Tel: (215) 794-6920  
Fax: (215) 794-6921  
E-mail: pa@elminc.com

Corporate Office

Princeton, NJ

January 14, 2000

Ronald M. Naman, P.G.  
EPA Remedial Project Manager  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 19th Floor  
New York, NY 10007-1866

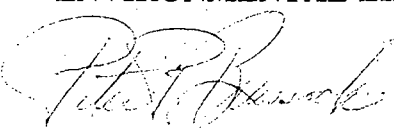
RE: BROS Superfund Site, Copy of Deed Restrictions on BROS Property

Dear Mr. Naman:

Enclosed is copy of the deed and deed restrictions (Declaration of Restrictive Covenants) for the BROS property. As noted in the copy, the restrictions are dated October 28, 1997 and were recorded August 4, 1998. Please call me if you have any questions.

Sincerely,

ENVIRONMENTAL LIABILITY MANAGEMENT, INC.

  
Peter P. Brussock, Ph.D.  
Project Coordinator

PPB:

Enclosure

c: Mr. William Blank, w/o enclosure  
Dr. John E. Schenk, P.E., w/o enclosure  
Michael Dillon, Esq.  
ELM Project File

# Colonial Title and Abstract Service

30 SCHUYLER PLACE  
P.O. BOX 232  
MORRISTOWN, NEW JERSEY 07963-0232

973-267-4600

Fax 973-267-2053

Eugene J. Riesebeck  
Michael Grant  
Salvatore A. DeStefano

Issuing Agent For:  
Ticor Title Insurance Company  
Transnation Title Insurance Company

January 11, 2000

Kathleen A. Sweeney  
Environmental Liability Management, Inc.  
Buckingham Green 11  
4920 York Road Suite 2CC2 POBX 306  
Holicong, PA 18928-0306

RE: Title No. MS-001309  
Bridgeport Rental & Oil Svs.  
Cedar Swamp Road M14  
Logan, NJ

Dear Ms. Sweeney:

In accordance with your instructions, we have performed a deed search in Gloucester County on property designated as Lot 4 Block 59.04 on the current Tax Map of the Township of Logan. Our deed search covers the records of the Gloucester County Clerk's Office for a period from January 1, 1995 to December 30, 1999. The results of this search are as follows:

Title is vested in Bridgeport Rental and Oil Service, Inc., a corporation of N.J. by deed from SCS Corp. (a Pennsylvania Corporation) dated April 15, 1969 and recorded April 16, 1969 in the Gloucester County Clerk's Office in Deed Book 1163 Page 839.

Said premises is subject to the following restrictions and easements recorded in Gloucester County during the period searched:

1. Declaration of Restrictive Covenants dated October 28, 1997 and recorded August 4, 1998 in Deed Book 2901, page 37.
2. Easement to Dominick Borelli and Elia Borelli, dated August 12, 1997 and recorded August 4, 1998 in Deed Book 2901, page 43.

This Company's liability for the information furnished in this letter is \$1,500.00. No liability is assumed for items not indexed or mis-indexed, nor for matters which would be disclosed by an accurate survey and inspection of the premises. This report and any legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting

therefrom. This report is furnished according to your instructions and does NOT represent either a Commitment to insure title, or an opinion as to the marketability of title of the premises.

If we can be of further assistance in this matter, please do not hesitate to call.

Very truly yours,

COLONIAL TITLE and ABSTRACT SERVICE

*Gregory S. Ricks*  
Gregory S. Ricks *GRS*

/gsr

2380

DEED - CORPORATION. (21)

Keystone Stationery Co., 237 Market Street, Camden, N.J. 08102

# This Indenture, MADE THE

fifteenth day of April in the year of  
our Lord one thousand nine hundred and sixty-nine

Between. SCS CORP. (a Pennsylvania Corporation) with offices  
at 1616 Two Penn Center Plaza, Philadelphia, Pa.

parties of the first part, and

BRIDGEPORT RENTAL AND OIL SERVICE, INC.

a corporation of N.J. with principal office located at 21 Delaware  
Street, Woodbury, New Jersey, parties of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of

ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

lawful money of the United States of America,

well and truly paid by the said  
party of the second part to the said party of the first part, at and before the ensealing and delivery  
of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold,  
allotted, enfeoffed, released, conveyed and confirmed and by these presents does grant, bargain,  
sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its  
successors and assigns,

ALL that certain tract of land and premises lying and being in the  
Township of Logan, County of Gloucester and State of New Jersey,  
more particularly bounded and described as in attached SCHEDULE A:

COUNTY OF GLOUCESTER

CONSIDERATION \$100,000.00

REALTY TRANSFER FEEL \$4.00

DATE APR 14, 1969

## SCHEDULE A

All that certain tract of land and premises lying and being in the Township of Logan, County of Gloucester and State of New Jersey, more particularly bounded and described as follows:

TRACT No. 1

BEGINNING at a point in the center of the old road leading from Bridgeport to Paulsboro, and being a corner to a 20 acre plot reserved in a former Deed by Mary F. Cahill;

thence (1) by lands of said Cahill, South 20° 12' East, 870.54 feet to a point for a corner;

thence (2) by other lands reserved by the said Clinton K. Caventa, South 71° 40' West, 90 feet to a point for a corner;

thence (3) still by other lands of said Clinton K. Caventa, North 20° 12' West, 870.54 feet to the center line of the old road leading from Bridgeport to Paulsboro aforesaid;

thence (4) along the center line thereof, North 71° 40' East, 90 feet to the place of beginning.

TRACT No. 2

BEGINNING at a stone corner set at the Southwesterly corner of lands now or formerly of George H. Craft;

thence (1) from said beginning and by lands of said Craft, North 71° 40' East, 7.14 chains to a stick, for a corner, in line of lands of William P. Justice's swamp, said point being South 12° 10' East, 3.56 chains from a large cedar tree corner to said Justice's swamp;

thence (2) by a line in the swamp along lands formerly of William P. Justice, James E. Helms, Joseph Myers and James E. Helms, South 12° 10' East, 13.29 chains;

thence (3) by lands now in the title of Clinton K. Caventa, South 71° 40' West, 13.81 chains to concrete monument for a corner to lands formerly of said Clinton K. Caventa now being corner to lands of Frederick T. Weits, doing business as Penn Jersey Land and Gravel Co.;

thence (4) along lands as conveyed by Clinton K. Caventa to Frederick T. Weits, and dated May 11, 1949, and of record in Gloucester County Clerk's Office in Book 553, page 408, North 20° 12' West, 13.19 chains,

SCHEDULE A (continued - sheet 2)

more or less, to a stake in the edge of the old public road, leading from Bridgeport to Repaupo;  
thence (5) along said road, North 71° 40' East, 1.93 chains to a stone at an angle therein;  
thence (6) still along said old Bridgeport to Repaupo Road, North 27° 35' East, 1.34 chains to a corner of a tract known as the George S. Beckett swamp tract now in the title of Penn Jersey Sand and Gravel Co.;  
thence (7) by the Southerly line of said tract, North 70° 50' East, 4.35 chains to a point in line of lands now or formerly of said Craft, South 32° 20' East, one chain to the beginning.

CONTAINING 20 acres, more or less.

TRACT No. 3

BEGINNING at the Northwesterly corner of the land conveyed by Clinton K. Gaventa to Frederick T. Weitz by Deed dated May 11, 1944, and recorded in the Clerk's Office of County of Gloucester in Book 553, page 408;

thence (1) along the center line of the Paulsboro-Bridgeport Road, South 71° 40' West, 163.05 feet to a point corner to other lands of Clinton K. Gaventa;

thence (2) along other lands of Clinton K. Gaventa, parallel to the Westerly line of lands conveyed by Clinton K. Gaventa to Frederick T. Weitz, by Deed dated May 11th, 1944, South 23° 50' East, 268.38 feet to a point;

thence (3) parallel to the Paulsboro-Bridgeport Road, North 71° 40' East, 163.05 feet to an iron pipe in the Westerly line of land conveyed by Clinton K. Gaventa to Frederick T. Weitz by Deed dated May 11, 1944;

thence (4) along land so conveyed, North 23° 50' West, 268.38 feet to place of beginning.

CONTAINING one acre.

EXCEPTING THEREOUT and THEREFROM the following described premises as conveyed to State of New Jersey by Deed, Book 827, page 547, described as follows:

BOOK 1163 PAGE 841

## SCHEDULE A (continued - sheet 3)

Parcels 5A and 5B as indicated on Plan filed or about to be filed in the Office of the Clerk of Gloucester County entitled New Jersey State Highway Department General Property Parcel Map Route 44, Freeway, Section 16, Repaupo Road to Route S-44, showing existing right of way and parcels to be acquired in the Township of Logan, County of Gloucester. Scales as shown February, 1952. Parcel 5A, beginning at a point in the dividing line between lands of party of the first part hereto on the South and lands now or formerly of Samuel Clay Roberts, et ux on the North where said dividing line is intersected by the proposed Southerly right of way line of State Highway Route 44, Freeway, Section 16, Repaupo Road, to Route S-44, said beginning point being distant 125 feet Southwardly from measured radially to base line A, Plan at about station 642 plus 79, and running

thence (1) in an Easterly to a point in the dividing line between lands of the party of the first part hereto on the West and lands now or formerly of W. Norman Justice on the East;

thence (2) in a Southerly direction along said last mentioned dividing line 133 feet, more or less, to a point in the aforesaid proposed Southerly right of way line of said State Highway distant 125 feet Southwardly from measured radially to base line A, aforesaid at about station 638 plus 67;

thence (3) in a Westerly direction along said proposed Southerly right of way line concentric with and distant 125 feet Southwardly from measured radially to base line A, aforesaid curving to the right with a radius of 20, 125 feet an arc distance of 415 feet, more or less, to a point and place of beginning.

CONTAINING 0.615 of an acre, more or less.

Parcel 5B, beginning at a point in the dividing line between lands of party of first part hereto on West and lands now or formerly of Samuel Clay Roberts, et ux on the East where said dividing line is intersected by proposed Southerly right of way line of State Highway Route 44, Freeway Section 16, Repaupo Road to Route S-44, said beginning point being distant 125 feet Southwardly from measured radially to Base line A of said State Highway as laid down on the aforesaid Plan at about station 643 plus 50, and running:

SCHEDULE A (continued sheet 4)

thence (1) in a Westerly direction along said proposed Southerly right of way line concentric with and distant 125 feet Southwardly from measured radially to base line A aforesaid curving to the right with a radius of 20, 125 feet, an arc distance of 101 feet, more or less, to a point at station 644 plus 50;

thence (2) in a Westerly direction still along said proposed Southerly right of way line as laid down on the aforesaid Plan 240 feet, more or less, to a point in the Southeasterly line of Cedar Swamp Road, distant 33 feet Southeastwardly from measured at right angles to Base line B, as laid down on the aforesaid Plan at station 2, plus 25;

thence (3) in a Northeasterly direction along said Southeasterly line of Cedar Swamp Road, 18 feet, more or less, to a point in the dividing line between lands of party of first part hereto on the South and lands now or formerly of Penn Jersey Sand and Gravel Co. on the North;

thence (4) in an Easterly direction along said last mentioned division line 308 feet, more or less, to a point in the aforesaid dividing line between lands of party of first part hereto on the West and lands now or formerly of Samuel Clay Roberts, et ux, on the East;

thence (5) in a Southerly direction along said mentioned dividing line, 45 feet, more or less, to the point and place of beginning.

TRACT No. 4.

BEGINNING at an iron pipe in the Westerly line of land conveyed by Clinton K. Cavonta to Frederick T. Weitz by Deed dated May 11, 1944, and recorded in the Clerk's Office of the County of Gloucester in Book 553, of Deeds, page 408, distant South 23° 50' East, 268.38 feet from the intersection of the center line of the Paulsboro-Bridgeport Road, sometimes known as the Paupo-Bridgeport Road, and now partially blocked by Freeway Route No. 130, and the said Westerly line of land conveyed by Clinton K. Cavonta to Frederick T. Weitz and which beginning point is also the Southeast corner of a certain one acre tract heretofore conveyed by the grantors to the grantees;

thence (1) along the Southerly line of said one acre tract, South 71° 40' West, 138.05 feet to a point corner to lands of Clinton K. Cavonta reserved;



## SCHEDULE A (continued - sheet 5)

thence (2) along said lands of said Clinton K. Gaventa reserved, South 23° 50' East, 802.13 feet, more or less, to a point in other lands of Clinton K. Gaventa;

thence (3) North 71° 40' East, 1111.59 feet to a corner now or formerly lands of Joseph Myers or Joseph E. Helms;

thence (4) along said lands North 12° 10' West, 199.65 feet corner to other lands of the grantee herein as described in Book 640 of Deeds, page 208, as recorded in the Gloucester County Clerk's Office at Woodbury, New Jersey;

thence (5) along the Southerly line of said lands, South 71° 40' West, 1801.46 feet to the Southwest corner of the lands of the grantee herein as described in Book 553 of Deeds, page 408 as recorded in the Gloucester County Clerk's Office at Woodbury, New Jersey;

thence (6) along said lands of the Grantee, North 20° 12' West, 600 feet, more or less, to the point and place of beginning.

Record Title to the above premises became vested SGS Corp. by Deed from William E. Chambers, Trustee in Bankruptcy of Regal Petroleum Products, dated January 6, 1967, recorded January 13, 1967 in the Office of the Clerk of Gloucester County in Deed Book 1126, page 462.

**Together** with all and singular the improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; **And also** all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, and every part thereof, with the appurtenances:

**To have and to hold** the said premises above described, with all and singular the hereditaments and appurtenances, unto the said party of the second part, **its successors** and assigns, to the only proper use, benefit and behoof of the said party of the second part **its successors** and assigns forever.

**And** the said party of the first part for **itself, its successors and assigns**

**do es** by these presents covenant, grant and agree, to and with the said party of the second part, **its successors** and assigns, that **they** the said party of the first part, and **its successors** all and singular the hereditaments and premises above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, **its successors** and assigns, against **them** the said party of the first part, and **its successors** and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof,

shall and will

warrant and forever defend.

**In Witness Whereof**, the said party of the first part to these presents hath hereunto

dated the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

SGS CORP

*Meyer Segall* (L.S.)  
Meyer Segall, President

*Nicholas Colaianni* (L.S.)  
Nicholas Colaianni, Secretary



BOOK 1163 PAGE 845

700295

STATE OF NEW JERSEY  
CAMDEN COUNTY, ss.

day of April in the year of our Lord one thousand nine hundred and sixty-nine before me,  
personally appeared Nicholas Colaianni who being by me duly sworn on his oath saith, that he is the Secretary of SCS CORP.

the grantor within named, and that Meyer Segall is the President; that deponent knows the common or corporate seal of said grantor and that the seal annexed to the within Deed or Conveyance is such common or corporate seal; that the said Deed or Conveyance was signed by the said President and the seal of said grantor affixed thereto in the presence of deponent; that said Deed or Conveyance was signed, sealed and delivered as and to a resolution of the Board of Directors of said grantor for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed his name thereto as witness. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(c) is \$ 100,000.00 Sworn and Subscribed the day and year aforesaid.

*Thomas J. Brotherton*  
THOMAS J. BROTHERTON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 30, 1968

*Nicholas Colaianni*  
Nicholas Colaianni, Secretary

Deed - Corporation (11) 2380 1968 16th day of April 1969 1163	SCS CORP. to BRIDGEPORT RENTAL AND OIL SERVICE, INC.	Dated April 15, 1969 Received in the Clerk's office of the County of Gloucester on the 16th day of April A.D. 1969, at 3:00 o'clock in the afternoon, and recorded in Book 1163 of DEEDS for said County, on pages 839 &c.	PREPARED BY: Alvin E. Granite, Esquire Clerk pw
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who, I am satisfied the grantor mentioned in the above deed or conveyance, and acknowledged that signed, sealed and delivered the same as is hereby certified. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(c) is \$

personally appeared  
in the year of our Lord one thousand nine hundred and  
day of  
The it Remembered, That on this  
COUNTY OF  
STATE OF  
JOSEPH J. HOFFMAN  
COUNTY CLERK

Rec. 8-4-98

082901-037

Prepared By:

028559

Francis C. Pray, Jr., Esq.

#### DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on this 22 day of Oct., 1997 by Bridgeport Rental and Oil Service Inc., a New Jersey corporation ("Declarant").

WHEREAS, Declarant became the owner of certain land and the improvements thereon commonly known as the BROS Site, at Cedar Swamp Road and Route 130, Logan Township, Gloucester County, New Jersey, designated as tax lot 4 in block 59.04, (the "Premises") pursuant to a deed dated April 15, 1969 from SCS Corporation, a Pennsylvania corporation, to Declarant which was recorded with the Clerk of Gloucester County on April 16, 1969 in Deed Book 1163 at page 839 et seq.;

WHEREAS, Declarant remains the sole owner of the Premises; and

WHEREAS, pursuant to the provisions of the Settlement and Release Agreement entered into by Declarant and certain other persons (the "Settlement Agreement", a copy of which is attached hereto and made a part hereof for all purposes) in order to avoid further litigation in Rollins Environmental Services (NJ) Inc. et al. v. United States of America, et al., Civil Action No. 92-1253 (JBS) (D.N.J.), Declarant has agreed to record with the Clerk of Gloucester County a series of restrictive covenants to be imposed upon the Premises and to run with said Premises in perpetuity.

NOW, THEREFORE, in consideration of the execution of the Settlement Agreement by the parties thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby makes this Declaration to place certain restrictive covenants on the Premises as follows:

1. The Premises shall never be used for residential purposes or for the conduct of any retail business (including, without limitation, stores or restaurants). Instead, the Premises shall only be used for commercial or industrial purposes, which use shall not include schools, camps, or day care uses.
2. All subsurface activities on the Premises, including but not limited to the placement, installation, or repair of subsurface utilities or underground storage tanks, are prohibited without prior written approval of the United States Environmental Protection Agency ("EPA") and the New Jersey Department of Environmental Protection ("NJDEP").

RECORD AND RETURN TO:  
Reed Smith Shaw & McClay  
136 Main Street, Suite 250  
Princeton Forrestal Village  
P.O. Box 7839  
Princeton, New Jersey 08543-7839

700297

3. The installation or use of any groundwater wells at the premises, whether for potable use or otherwise, whether into deep or shallow aquifers, is prohibited without prior written approval of EPA and NJDEP.

The restrictions contained herein shall run with the Premises and shall continue in perpetuity. The parties to the Settlement Agreement (or, as applicable, their respective successors and assigns) shall each have the right to enforce the restrictions contained herein against any owner or occupant of the Premises and shall be entitled to obtain an injunction against any violation of said restrictions.

IN WITNESS WHEREOF, the Declarant has made this Declaration on the date first above written.

BRIDGEPORT RENTAL AND OIL SERVICE, INC.

By: *Dominick Borrelli*  
Name: DOMINICK BORRELLI  
Title: PRESIDENT

082901-P038

082901-

STATE OF NEW JERSEY

COUNTY OF LOUCESTER

BE IT REMEMBERED  
personally appeared before me

- (a) he/she is the Declarant;
- (b) the execution of a proper resolution;
- (c) the attached instrument and deed are

Sworn to before me, on the day first written above.

In compliance with the statute  
I have caused an attested copy of this  
instrument to be filed for record in the  
County of  
JAMES H. W.  
COUNTY C

RECORDS AND RETURN TO:  
David Smith Shaw & McCray  
136 Main Street, Suite 200  
Princeton, New Jersey 08542-7828

700298